



**Solicitation Information**  
**April 2, 2013**

**RFP# 7461380**

**TITLE: Design / Implement Self-Supporting Web Portal**

**Submission Deadline: Tuesday, May 7, 2013 @ 10:00 AM (EST)**

**PRE-BID/ PROPOSAL CONFERENCE: Yes    DATE: Thursday, April 11, 2013**  
**TIME: 10:00 AM (EST)**  
**MANDATORY: No**  
**LOCATION: Department of Administration, Division of Purchases (2<sup>nd</sup> fl) RI Conference Room A), One Capitol Hill, Providence,**

Questions concerning this solicitation must be received by the Division of Purchases at [david.francis@purchasing.ri.gov](mailto:david.francis@purchasing.ri.gov) no later than **Tuesday, April 16, 2013 @ 10:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: Yes**

David J. Francis  
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed four-page RIVP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

## TABLE OF CONTENTS

Section I –Introduction.....	3
Section II- Requirements	
II. 1 Background .....	5
II. 2 Scope of Work.....	6
II. 3 Funding Models.....	8
II. 4 Projects.....	9
II. 5 Security and Access.....	10
II. 6 Scope of Work Governance, Management and Administration.....	13
II. 7 Customer Service.....	16
II. 8 Insurance.....	17
II. 9 Indemnification.....	19
II.10 Publicity.....	19
II 11 Removal of Vendor’s Employees, Agents or Contractors.....	19
II.12 Takeover .....	19
II.13 Remittance.....	19
II.14 Scope of Work.....	20
Section III -Technical Proposal.....	20
Section IV-Cost Proposal.....	22
Section V- Evaluation and Selection.....	22
Section VI -Proposal Submission.....	25
Appendix I: Online Payment Strategies: Internet-based and Interactive Voice Response (IVR) based Credit Card processing.....	27
Appendix II: On-line Portal Services Available and Cost Spreadsheet (Spreadsheet available at the Purchasing website: <a href="mailto:www.purchasing@ri.gov">www.purchasing@ri.gov</a> )	

## **SECTION I: INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Administration's Division of Information Technology (DoIT), is soliciting through this Request for Proposal (RFP) vendors to continue providing e-government applications and services to departments, agencies, commissions, boards, etc., of the State of Rhode Island based on a self-funded model in accordance with the terms of this RFP, the State of Rhode Island's General Conditions of Purchase and Rhode Island Purchasing Rules and Regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)) and Rhode Island General Laws.

The State of Rhode Island (State) thus seeks a single application service provider (ASP) to continue the design and implementation of RI.gov ([www.RI.gov](http://www.RI.gov)), the State's Web Portal (Portal) for e-government service as described elsewhere herein. That World Wide Web Portal is currently maintained under a vendor contract.

It is the intent of the State to establish a multi-year contract to a responsible vendor that meets the requirements set forth herein.

### **I.1: INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited and encouraged. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this request, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the submission deadline, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time for submission for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.  
**PROPOSALS FAXED OR E-MAILED TO THE STATE WILL NOT BE CONSIDERED.**

7. It is intended that an award pursuant to this RFP will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided their use is clearly indicated in the vendor's proposal, and the subcontractor(s) proposed to be used identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security Number as evidenced by a W-9, downloadable from the Division of Purchases' web site at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401) 222-3040. This is a requirement only of the successful vendor.
11. Vendors are advised that all materials submitted to the State of Rhode Island for consideration in response to this RFP may be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
12. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirement, which address the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, visit the web site [www.mbe.ri.gov](http://www.mbe.ri.gov). To speak with an M.B.E. Officer, call (401) 574-8253.
13. Equal Employment Opportunity (RIGL 28-5.1)  
§ 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office at (401) 222-3090.

Interested parties are instructed to peruse the Division of Purchases' web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

This is a RFP, not an Invitation for Bid. Responses will be evaluated on the basis of the relative technical merits of the proposal as provided herein, in addition to the cost. There will be no public opening and reading of the responses by the Division of Purchases pursuant to this RFP other than to name vendors who have submitted proposals.

### **I.1.2: Performance Bond**

Prior to the issuance of a Purchase Order the successful vendor at its expense will be required to provide to the State a performance bond in the amount equal to One Million Dollars (\$1,000,000.00), guaranteeing the full and faithful performance of all undertakings and obligations under this RFP and resulting contract for the initial contract term and all extensions thereof. The performance bond shall be in a form acceptable to the State and be issued through a company licensed to do business in the State and in compliance with the General Conditions of Purchase Item 33 - Performance and Labor and Payment Bonds. Any change to the Performance Bond, or renewal of time for the bond, or termination of the contract by either party, shall not release vendor or its sureties from their obligations under the Performance Bond. Such Performance Bond shall contain a Waiver of Notice of any changes to the contract, deliverables, specifications, change orders or amendments. The Purchasing Agent reserves the right to consider and accept alternate forms of surety.

### **I.1.3 Term**

The term of this contract will be three (3) years with an option of two (2) additional one (1) year extensions. The option to extend shall be at the sole discretion of the State, and the State may or may not exercise its right of extending the contract for the option year(s).

## **Section II: Requirements**

### **II.1: Background**

The State has been providing government services and information through RI.gov (www.RI.gov) or Portal since 2001. Rhode Island residents, visitors, businesses, local governments and employees – its customers - have consequently come to increasingly expect government services to be available via the World Wide Web. RI.gov makes it easy and convenient for government and its customers to do business with each other electronically. RI.gov aims to be a single-point of access on the World Wide Web (WWW) to a comprehensive collection of online government services, information and transactions, as well as of relevant links to federal and local government services and information.

The State therefore has a need to continue its efforts to bring everyday transactions between itself and its customers to the Internet. The State will benefit from reduced operating expenses and more effective and efficient communications. Customers will benefit from the convenience of having government offices available to them anytime from anywhere.

The State currently has over 100 applications available through the central Portal, RI.gov, in more than 20 State and municipal agencies. The current contract is a self-funded model that provides for the design, development and operation, hosting, technical and customer support of e-government services and the Portal that provides access to them at no upfront cost to the State. The State wishes to consider proposals outlining a continuation of the current no upfront

cost/self-funded model (the same level of service and support at no cost to the State), but with new modifications, or any other funding model that is used in the public sector and may make sense for the State.

## **II.2: Scope of Work**

In this RFP, the Division of Purchases, on behalf of the Department of Administration Division of Information Technology (DoIT) invites responses from qualified vendors, to propose continuation of the funding arrangement currently in place, whereby the vendor manages and provides state government services and information to the public through a self-supporting Portal service on the WWW. The successful vendor of this RFP is responsible for continuing all projects that are currently in progress and all those already implemented and in production by the current portal vendor.

### **II.2.a: The Portal**

The Portal includes, but is not limited to the following:

- 1) Design, development and maintenance of an online gateway to State, local and federal government services, information and transactions;
- 2) The ability of State government to process interactive applications for licenses, permits and other government documents, including integration with the existing State computer systems that provide the information and support the transactions to be facilitated by the Portal;
- 3) The ability of State government to sell goods and services through interactive applications;
- 4) The ability of State government to receive documents for filing electronically, including the ability of customers to electronically sign those documents when necessary;
- 5) The ability of State government to receive required payments electronically by multiple methods, including detailed financial data for all transactions processed for accounting reconciliation; and,
- 6) The development and implementation of mobile applications for Iphones, Ipads, smartphones, and mobile devices.

### **II.2.b: Portal Goals**

The project will continue to:

- 1) Establish the Portal as the preferred method of doing business with State government;
- 2) Expand business and citizen access to government services and information;
- 3) Make it easy and convenient for anyone to conduct transactions with State government online;
- 4) Accelerate the development and delivery of an increased volume of quality, online government services;
- 5) Improve the level of customer service from State government;
- 6) Minimize the cost to taxpayers for development and deployment of online transactions with State government; and,

- 7) Provide new innovative web and mobile applications to allow Rhode Island citizens to have a better experience while interacting with State government.

### **II.2.c: Services/Deliverables Required**

- 1) Continuation of existing e-government applications with no interruption of service as a result of migration, conversion or other efforts.
- 2) Rapid implementation of new e-government applications to support the processing of licenses, filings, permits, registrations, renewals and database searches, preferably utilizing an application architecture that easily integrates back office systems.
- 3) Continued integration of the State's current Portal and State agency web pages to create a universal look and feel.
- 4) Utilization of customizable applications and/or applications developed for State agencies that deliver services and/or information electronically.
- 5) Marketing of RI.gov both within State government to increase participation by State agencies and to the public for new innovative ideas.
- 6) Customer support for both State agencies and for users.
- 7) Hosting of the State's Portal e-government applications.
- 8) Maintenance of a disaster recovery hot site with a maximum of 15 minutes down time.
- 9) A yearly Marketing/Strategic Plan, to be submitted to the Portal Review Committee (PRC) in July of each year of the contract, describing strategies to be employed in the coming year to market the services of the RI.GOV portal and how best to strategically move forward in expanding both the outreach and online RI government services to Rhode Island citizens.
- 10) Upon expiration or termination of this contract for any reason, the vendor agrees to transition the Portal to a new vendor or State or its designee. Vendor covenants in good faith for a period of one hundred (180) days thereafter to make an orderly transition of the services and to perform any and all reasonable tasks in good faith that are reasonably necessary for such transition. Vendor shall make every reasonable effort to ensure that the transition will be performed in a professional and businesslike manner, shall comply with the reasonable requests and requirements of the State to accomplish a successful transfer including hosting until such transition can occur, and will provide all the necessary details to ensure that the new vendor or State or its designee can operate the current Portal environment successfully.
- 11) Vendor is to provide each year in July an Operations Manual that is articulated in sections that fully describe what is needed to operate the RI.GOV Portal. Included should be at least the following: all maintenance schedules, daily routines to support the hardware/software environments, system administration responsibilities and a network topology diagram that includes servers.
- 12) Yearly in July, a configuration management document describing:
  1. The configuration of the Portal environment.
  2. All software version and release information.
  3. Network design for RI hardware configuration (to the degree that security will allow only).
  4. All hardware, OS level, release level and patches applied.

- 13) Online Payment Strategies: Internet –based and Interactive Voice (IVR) based Credit Card Processing, Appendix 1, attached hereto and made a part hereof.
- 14) Disclose any and all costs and fees to the end-users and allow end-users the opportunity to cancel a transaction when appropriate and receive timely reimbursement credit.

### **II.3: Funding Models**

*Vendors are required to propose a funding model. The vendor is limited to proposing two alternative models. The State will consider all funding models proposed but will give preference to the self-funded model described in section A below.*

#### **A. Self-Funded Portal/Revenue Sharing**

The vendor is required to host the State’s e-government portal site at no additional cost to the State. All hosting costs must be included in the fee structure proposal. The vendor will, moreover, be responsible for the acquisition and operation of all hardware, software and network support related to the Portal.

While most of the services and information available through the Portal are intended to be free to the public, it is expected that some “premium services” will also be offered. These premium services would be those that are of sufficient commercial value that businesses and other users would be willing to pay for the ease of accessing them online, or for the added value provided by the Portal. Convenient, online searches of existing state databases, online filings, or online payments of fees and fines, are examples of premium services that could be conducted via the Portal. Revenue might also be generated through such strategies as subscription fees.

To date, the Portal has been able to generate sufficient revenue to recover start-up costs, support ongoing operational costs, subsidize free Portal services and use excess revenues for the development of new online services. It is expected that the vendor would continue to recover statutory fees on behalf of the State, and pass these through to the appropriate agency as directed by the State Controller.

Vendor shall transfer to the State Portal Revenue Accounts, on a monthly basis as the State's net revenue share, a minimum of five percent (5%) or more of the Net Revenue (see definition below and Section 4 below, Net Revenue Evaluation Point Table) for the prior month. These fees shall be electronically transferred to the specified State Portal Revenue Account. Vendor in its cost proposal will indicate the State revenue share percentage that vendor will assume for the duration of this contract. Vendors are encouraged to maximize this State revenue share. Vendor’s cost proposal will be partially evaluated based on this percentage and the anticipated yielded revenue share. The vendor will provide documentation each month or as requested by both the State Controller and the PRC regarding the deposit. The State Controller will provide the vendor with details (format, data, and content) regarding the required documentation.

*"Net Revenue" shall be defined as Gross Revenue less Regulatory Fees, less Cost of Sales, and less any applicable transaction taxes.*



*“Regulatory Fees” means fees as defined in the specific state agency or entity SOW that include but are not limited to fees, taxes, and other assessments established by statute, ordinance, policy, resolution, or other regulation and charged by the specific agency or entity to obtain a copy of a record, obtain a license or permit, pay a tax, pay fees for registration, pay for fulfillment of the purchase or otherwise to engage in a transaction with an agency or entity.*

## **B. Other Funding Models (limited to two alternative funding proposals)**

The State will consider any other funding models that are used in the public sector.

### **II.4: Projects**

- 1) Fixed price projects are not allowed under the self-funded model unless specifically granted by the PRC. The PRC must consult with and receive approval by the Purchasing Agent, Division of Purchases and the State Chief Digital Officer (CDO) to authorize fixed-price projects. This approval must be in writing, and vendor cannot commence a project until such time it has received such written authorization. Agencies or Departments cannot approve or authorize a fixed-price project. Fixed-price projects available to the vendor will be limited to a ceiling of One Hundred Thousand (\$100,000.00) Dollars and must be related to online applications supported by the Portal. For unique, warranted circumstances projects required to be above One Hundred Thousand (\$100,000.00) Dollars, the Purchasing Agent and CDO must approve and authorize such project in writing to the vendor. These projects will proceed on an exception basis only and vendor should be aware that a strong justification will be needed to request an exception to the One Hundred Thousand (\$100,000.00) ceiling. A detailed project plan and staffing plan must be submitted and approved by the PRC before any fixed-price project commences. Existing vendor staff that supports the self-funded model cannot be used to staff the fixed-price project. Exceptions to that rule may be granted by the PRC contingent upon vendor workload for the self-funded model. It is possible that existing staff may be granted approval to participate in a fixed-price project, but only in a limited capacity. The core team supporting the fixed-price project cannot be the same staff supporting the self-funded Portal.
- 2) Any project, whether an application, a web site design, or other requiring more than twenty (20) hours of vendor staff commitment requires the following and must be approved and presented to the PRC before a project is started:
  - a. Business Case
  - b. Scope of Work
  - c. Approved Fee Schedule
  - d. Estimated hours to complete the project
  - e. Staffing Plan Commitment

- f. Project Plan
- g. Testing and Acceptance Criteria
- h. Security
- i. Any State Agency or Department requirements, laws or regulations

For any project that is approved, the State and vendor will enter into a Service Level Agreement that incorporates the main contract and the above-requirements. Such Service Level Agreements shall be in a form acceptable to State. After award, the vendor and State will develop a template for such Service Level Agreements.

- 3) The PRC reserves the right to prioritize all projects(State and Non –State) and provide direction on addressing the needs of the State for all projects that are above twenty (20) hours.

## **II.5: Security and Access**

The importance of securing the networks, systems, applications and data of the Portal cannot be overemphasized. The vendor must demonstrate that it shall:

- 1) Ensure that State information is protected with maximum security measures.
- 2) Move or maintain immediately to a three-tier application development architecture, separating user interface, control logic and database for maximum security or an equivalent improved method approved by the State.
- 3) Promote and maintain among the Vendor's employees, agents and contractors an awareness of the security needs of the State. Vendor shall have its employees, agents and contractors sign non-disclosure agreements passing through the confidentiality provisions of this contract.
- 4) Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored or disposed of by means of information technology. Data at rest must be encrypted at industry standards.
- 5) Ensure that appropriate security measures are put into place to protect the vendor's internal systems from intrusions and other attacks, whether internal or external.
- 6) Provide a plan to address identity theft issues that may arise from a breach of security including but not limited to notification, credit monitoring, case management which costs are to be paid by vendor.
- 7) The Portal must be available to agencies and WWW users 24 hours per day, 365 days per year with a 99.999% uptime service level.
- 8) Any known or suspected breach of security must be shared with the CDO and the State Chief Information Security Officer (CISO) immediately.
- 9) Both the remediation of a security breach and a post mortem of why a security breach took place are the responsibility of the vendor and must be provided in writing to the CISO, the CDO and the PRC immediately, within two (2) days, following the correction of the security breach.

- 10) **Vendor is responsible to contain all security breaches immediately to minimize additional hacking/defacing or data exposure. If possible, the containment solution should be addressed with the State security team, but it is not required to ensure a quick containment.**
- 11) Vendor shall host the State's data in a minimum Tier 2 or greater SSAE 16 compliant or comparable data center within the United States approved by the State. When possible, State's data shall be segregated from other data. Data at rest will remain in the United States.
- 13) All of vendor's employees, contractors and agents must obtain a nationwide NCIC III (or triple iii) criminal background checks, prior to commencing work on the Portal or if they would have access to State or other's confidential or personal information as a result of this contract. The vendor shall review the results of these checks and provide certification to the CISO that the vendor has completed the background checks and its employees, agents and independent contractors have successfully passed this check. A department or agency may impose more restrictive conditions before allowing vendor access to certain data. The State reserves the right to refuse any individual permission to work on State premises.
- 14) Vendor agrees to adhere to any State on-site security requirements.

Vendor in its submission will provide details on how it will accomplish ensuring the required security needs of the Portal as detailed above and elsewhere in this RFP are always met. See Section III Submission below.

#### **II.5.a: IT Standards**

All services will be performed in accordance with State information processing and telecommunication standards and policies as defined by DoIT. The vendor shall work with DoIT to develop any additional standards that DoIT or the Vendor believes are appropriate for the successful implementation of this initiative. The vendor shall also work with DoIT to document all systems analysis and programming activities. Copies of all such work shall be furnished to the State before programs are implemented.

#### **II.5.b: Accessibility**

The Portal and the State web pages that support it must be accessible to all Internet users. The vendor will be responsible for ensuring that the Portal and its supporting web pages meet the following criteria, and for advising State agencies that maintain separate web pages to which the Portal links of their need to conform thereto. The Portal and its supporting websites and web pages must:

Conform to the State's Handicap Access policy, including conformance to the federal Section 508 standards in keeping with the spirit of the Americans with Disabilities Act, and to the criteria established by the World Wide Web Consortium's Web Accessibility Initiative and be accessible to users dialing in to their Internet Service Provider over standard phone lines at all standard rates as well as via other standard methods of Internet access: DSL, cable modem, wireless, etc.

The Portal must be accessible via popular browsers such as Microsoft's Internet Explorer, Netscape Navigator, Firefox, Opera, Safari, Chrome, etc.

The Portal will adhere to any other policies and/or procedures the State shall require including, but not limited to language or technologies that protect the rights or safety of children or other user-groups.

No application shall provide that the information/payment may only be filed electronically

#### **II.5.c: Privacy and Ownership of Information**

Personal information and data obtained by the vendor shall remain the property of the State or the data providing entity. The vendor shall not have any ownership of any data or personal information (together data) at any time. The vendor shall not use any data collected in connection with the Portal for any purpose other than in the performance of the contract. The data shall not be sold, encumbered, assigned, leased, transferred, commercially exploited, disclosed or otherwise provided to third parties by the vendor without written State approval.

The State agency or data providing entity that is the designated Data Custodian of specific data must approve all access to that data. The Data Custodian is the agency or entity that is charged with generating, collecting, storing or disseminating information.

The vendor at all times must comply with any state, local, agency or federal laws, rules, regulations, or policies regarding privacy, confidentiality and/or security of data or information, as may be amended from time to time, for data. Vendor agrees to enter into agreements that may be required including, but not limited to, a Business Associate Agreement.

Vendor shall promptly deliver data (or the portion of such data as specified by the State) to the State: 1) at any time upon reasonable request and notice by the State; and, 2) ninety (90) days prior to expiration and immediately before expiration, and immediately after termination. All data shall be turned over to the State in format and media in accordance with industry standards or as designated by the State using best practices. At a minimum, such turnover shall include data mapping, data structures and data dictionaries and other descriptive information.

#### **II.5.d: Security Audit**

Vendor's proposal must define the parameters of regular comprehensive security audits for approval by the State. The Vendor will arrange to have the approved security audit conducted by a State-approved unbiased third party at least yearly or as needed in consideration of security needs at no cost to the State. The vendor must provide the State its plan for correcting or remedying any audit exceptions identified by the audit within sixty (30) days of completion of the audit. Vendor's proposal must describe a plan for independent security audits and provide technical specifications relative to those audits. The yearly security audit must include the following: 1) a network perimeter penetration test and 2) a SSAE 16 or its equivalent. The results of these tests must be shared with the State Portal Review Committee, the CISO and the CDO. The costs for any and all security assessments are the responsibility of the vendor. Other security audits/assessments shall be conducted on as needed basis at the State's sole option by a State approved unbiased third party to address security concerns or breaches and the results shared with the PRC, CDO and CISO. All costs associated with security audits will be borne by the vendor.

## **II.6: Governance, Management and Administration**

*The CDO or designee and the PRC will oversee this project. The PRC will work with the vendor to determine which services are to be developed, in what priority order, decide what additional convenience or value-add fees may be charged for premium services, and monitor performance under the contract. The PRC will oversee and approve the allocation of development resources into priority projects, direct investments the Portal may make into off the shelf technology solutions, and the use of third party services or subcontractors.*

Portal charges to users, either on a transaction basis or a subscription arrangement, and other revenue generating strategies will be reviewed and approved by the PRC or as indicated by the State. The PRC will also review and the CDO approve the disbursement of revenues from user charges. A detailed accounting of revenues and expenses would be submitted to the PRC at least monthly and at any time upon demand by the CDO. All costs/expenses will be detailed monthly including overhead costs.

The State will designate a day-to-day state employed manager for the contract resulting from this RFP. The manager will serve as liaison between the vendor and the PRC as well as between the vendor and State agencies. ***The Vendor is responsible for contributing half the fully loaded (benefits and salary) salary of the Portal manager's position. The State will provide detailed budget information for the position and work with the vendor to accomplish this. An approximate cost for this position in total is \$120,000.***

Agencies requesting services from the vendor will be responsible for identifying the business and technical requirements, working with DoIT staff to define interfaces between Portal e-government applications and existing or planned agency production systems, acceptance testing, customer service relative to specific business rules for the application, and any constraints, fees, or special requirements. The requesting agency with the vendor and DoIT will prepare a proposal to the PRC and the State CDO for approval.

Vendor must designate a full-time Portal Manager who will be responsible for all activities from the vendor perspective. The Portal Manager will meet regularly with the state designated manager and will report regularly to the PRC and the CDO. The Vendor's Portal Manager must be a full-time resource located in the Providence area and dedicated exclusively to RI.gov.

### **II.6.a: Hardware and Software**

The vendor, in consultation with DoIT, will host the Portal by providing the hardware, managing the platform and providing system design and support, documentation, security planning, account administration and billing, reporting, development of training materials and selection and management of suppliers and carriers. Vendor must ensure that the host site is used to meet the objectives set forth by the State in this procurement.

The site environment must include at minimum, redundant power, fire suppression and 24/7 on-site security. All critical communications equipment and lines and servers must be redundant and secure.

Costs associated with and maintenance of secure communications links from State facilities to vendor facilities shall be the responsibility of the Vendor, or shall be explicitly addressed in the funding model discussion.

The Vendor shall deploy and maintain a three tier architecture for application development, separating the user interface, control logic and database layers, using appropriate hardware and software, compatible with DoIT standards, to enable interactive exchange and to adhere to all standards, policies, and guidelines issued by the State relative to participation in the use of the State's central computing and telecommunications facilities. As security standards change, vendor is responsible to ensure that all portal applications, especially those with confidential information, are secure and updated to the new security standards or methods. The State recognizes that there is a degree of reasonableness with regards to timeliness that must be considered when upgrading applications relevant to new security standards. The vendor is expected to consult with the State when addressing such changes.

Vendor shall make no material changes to the Portal without the approval of the PRC.

#### **II.6.b: Ownership**

All State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, Internet addresses and e-mail addresses developed pursuant to this contract are and shall remain the property of the State.

Unless otherwise specifically agreed to in writing, all code and content developed in association with or for the purposes of this project, the RFP, the contract or any Service Level Agreement including but not limited to custom software, customer software documentation, specifications and all deliverables and any and all reports, computer programs, documentation, specifications, deliverables, products, work product, software, application software, source code, object code, procedures for building, compiling and installing the software, confirmation files, algorithms, routines, graphics, files, software patches, modifications, application modules, enhancements, blueprints, diagrams, charts, functional descriptions, or other materials, writings or works of authorship (and any drafts of the foregoing) created, prepared or developed by vendor, its agents or contractors (collectively "Work Product") shall be deemed "work for hire" and all right, title and interest shall belong exclusively to State. Vendor, its contractors and agents assign and expressly disclaim any and all right, title and interest in and to such Work Product. License rights to third party software used to operate the Portal or a part of a Work Product shall be in the name of the State or transferred to the State under the applicable license.

Immediately upon a vendor's voluntary or involuntary filing of bankruptcy, receivership or involuntary insolvency proceeding, vendor's dissolution, vendor's merger with or acquisition by another company or vendor's discontinuance of support of any software, the vendor shall deliver to the State all previously undelivered completed and in-process Work Product.

Source code shall be delivered to the State on such media and (including all necessary tools and compilers necessary to make use of the Source Code) and all technical documentation or

Work Product upon implementation of a Service Level Agreement project and at other times as requested by the State. Updates to such source code during the term shall be provided to the State within five (5) days of such modification. Vendor shall also deliver upon implementation of a Service Level Agreement: the object code version of the software components of third party intellectual property; any other Work Product; and the deliverables as set forth in the Service Level Agreement. Updates to such source code during the term shall be provided to the State within five (5) days of such modification.

To the extent that the Work Product contains vendor's preexisting software or vendor's preexisting intellectual property, the vendor shall specifically describe what is not included as "work for hire." To the extent needed for a project(s), Vendor grants the State and its affiliates and contractors (who have signed non-disclosure agreements) a non-exclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify, display, perform, repair, maintain, distribute and make derivative works of such work. Vendor and State shall enter into an escrow agreement with a third party acceptable to the State and in form acceptable to the State for the escrow at vendor's expense of such source code and software source code documentation in a format acceptable to the State, easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent or software code. The State shall have the right to audit the source code and source code documentation. This audit shall be scheduled at any time it is reasonably convenient for the parties to be present. In the alternative, the vendor may pay for the escrow agent to audit the source code and source code documentation and provide the results to the State. The State shall have immediate access to the source code escrow upon the expiration of the contract, termination of the contract due to vendor's breach, termination of the contract not due to the fault of the vendor or state, vendor's voluntary or involuntary filing of bankruptcy, receivership or involuntary insolvency proceeding, vendor's dissolution, vendor's merger with or acquisition by another company or vendor's discontinuance of support of any software or such portion of the escrow relating to Section II.11.

Upon termination of the contract due to the vendor's breach, termination of the contract not due to the fault of the vendor or State, expiration of the contract, vendor's voluntary or involuntary filing of bankruptcy, receivership or involuntary insolvency proceeding, vendor's dissolution, vendor's merger with or acquisition by another company or vendor's discontinuance of support of any software, the State shall have an opportunity to purchase vendor's operation, including hardware, for this contract.

#### **II.6.c: Disaster Recovery**

Vendor is to provide a hot disaster recovery site within the United State and approved by the State that is recoverable within 15 minutes. Vendor will test and ensure successful failover at least once a year. Vendor is responsible for providing documentation to the State on each test and its success or failure. A disaster recovery plan will be submitted to the PRC each July and initially upon award (within 60 days). The disaster recovery plan must be approved by DoIT.

#### **II.6.d: Training**

The vendor must provide on-site training as required for State staff on the implementation, initiation, maintenance, monitoring, management and administration of every service developed and implemented as part of the Portal at no cost to the State.

#### **II.6.e: Reporting and Audit Requirements**

The State and the vendor will jointly develop reporting requirements, including content, format, and transmittal schedule of reports in form acceptable to State. These will include, but not be limited to: a Portal Marketing/Strategic Plan, progress reports, Monthly Revenue Reports by Transaction Type, ongoing analysis of operations, users, customer relations parameters, etc. In addition, reports describing the Portal's future needs, fiscal projections, as well as other relevant forward-looking reports should be submitted to the state monthly (unless otherwise specified by the state). The vendor, in consultation with the CDO and PRC, will also annually update the Marketing/Strategic plan.

Vendor shall provide to State within one hundred and twenty (120) days of the close of its fiscal year its annual financial report and audit including, but not limited to, the audited financial statements, auditor opinions, reports on internal control, findings and recommendations, revenues of the Portal and management letters. These reports shall demonstrate the vendor has maintained a positive net worth and has such additional capital and liquidity reasonably adequate to perform the contract. These reports and required opinion shall be performed by an independent certified public accounting firm and shall not be on a consolidated basis. The vendor is subject to further audit and review determined necessary by the State.

#### **II.7: Customer Service**

Vendor must provide customer service help to users of State e-government. The Vendor will frequently be the first level of customer service, referring users to the appropriate agency when questions involve business practices. Vendor proposal must address the vendor's experience with and strategies for addressing the following aspects of customer service.

##### **II.7.1: Telephone, email, and interactive online support**

All customer questions and inquiries must be answered within one business day. Proposal must provide a plan for telephone, email and interactive online support, specifying the type and level of customer support, response time standards, non-English response strategies and a description of how customers will be made aware of that support. How will customer support be built into the Portal and its applications?

##### **II.7.2: On-line help**

How will online help and reference be provided to customers, e.g., icons, directories, navigation aids, tutorials. What is the vendor's philosophy of organization of online services? How will customers access online help?



### **II.7.3: Customer Feedback**

How will the vendor measure customer satisfaction? What methods will the vendor use to solicit customer response? What strategies will the vendor employ to encourage customer feedback? How will the vendor report findings back to the State?

### **II.8: Insurance**

#### **Insurance Requirements**

**Commercial General Liability Insurance:** Vendor shall obtain, at vendor's expense, and keep in effect during the term of this contract Commercial General Liability Insurance covering bodily injury, and property damage. This insurance shall include personal and advertising injury liability, as it relates to the internet and web work, independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and annual aggregate is required.

**Technology Errors and Omissions Coverage:** Vendor shall obtain, at vendor's expense, and keep in effect during the term of this contract Technology Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts of vendor, its subcontractors, agents, officers or employees under this contract. Coverage to include: product failure, security failure, professional liability covering copyright infringement, and personal and advertising injury if limited or uninsured under commercial general liability insurance. Coverage to be maintained for the term of the contract and for a period of three years after the contract has ended. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

**Auto Liability Insurance:** Vendor shall obtain, at vendor's expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence and annual aggregate of \$1,000,000 will be obtained.

**Crime Insurance:** Vendor shall obtain at vendor's expense and keep in force for the term of the contract crime insurance for vendor, its officers, employees, representatives and agents with a limit of \$2,000,000 for Employee Theft, \$2,000,000 for Computer Fraud and \$2,000,000 for Funds Transfer all per occurrence and annual aggregate. The State, its departments, divisions, and agencies and it and their officers, employees, agents and representatives, plus any other entities and its officers, employees, agents and representatives for which vendor performs work under the contract (together the "State" for the purposes of any of the Insurance requirements), shall be a loss payee as their interest may appear.

**Regulatory Liability, Information Security and Privacy Coverage:** Vendor in support of the security requirements of the RFP will obtain and keep in force at vendor's expense for the term of the agreement and for a period of three years after the contract ends liability insurance covering privacy breaches, privacy liability, regulatory defense and penalties, cyber extortion, crisis management and public relations. Limits of not less than \$2,000,000 per occurrence and annual aggregate.

**Workers Compensation and Employers Liability:** Vendor shall obtain at vendor's expense statutory Workers Compensation coverage in compliance with the laws of the State of Rhode

Island. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee.

The State shall be defended, indemnified and held harmless to the full extent of any coverage actually secured by the vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.

Independent Contractors, neither eligible for nor entitled to, Workers Compensation must file with the Department of Labor and Training, Division of Workers Compensation a Notice of Designation as Independent Contractor Pursuant to RIGL 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

Except for Workers Compensation required for the performance of the contract shall include the State as Additional Insured through a policy or endorsement, but only with respect to the vendor's activities under this contract.

The insurance required in this contract, through a policy or endorsement shall include:

A) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.

B) A provision that vendor's insurance coverage shall be primary as respects any insurance, self insurance or self retention maintained by the State and that any insurance, self insurance or self retention maintained by the State shall be in excess of the vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the vendor or its insurer(s) to both the Department of Administration Attn: Risk Manager and also to the Division of Purchases. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to the Department of Administration, Purchasing Division prior to the issuance of a Purchase Order, along with the required endorsement or portion of the policy creating a blanket endorsement for additional insured status and waiver of subrogation. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration and in form with coverage satisfactory to the Department of Administration.

The Vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## **II.9: Indemnification**

The vendor agrees to defend, indemnify and hold harmless the State, its departments, divisions, and agencies and it and their officers, representatives, agents and employees, plus any other entities and its officers, representatives, agents and employees for which vendor performs work under the contract (together the “State”) and pay any and all claims, liabilities, losses, causes of action, costs, or damages (including reasonable attorney’s fees) which may arise or accrue or result to State, any person, firm, corporation or other entity (including end users) which may be injured or damaged as a result of acts, errors, willful misconduct, omissions, or negligence, directly or indirectly, in whole or part of the vendor, its employees, or any person acting for or on its or their behalf relating to the contract. Vendor agrees to defend, indemnify and hold the State harmless from and pay any and all claims, liabilities, losses, causes of action, damages, regulatory defense, penalties, crisis management, notification, credit monitoring, case management and public relations (including reasonable attorney’s fees) which may arise, or accrue or result to State, any person, firm, corporation or other entity (including end users) in whole or in part, directly or indirectly, from a security breach of the Portal or any improper disclosure, misuse or theft of data in violation of the contract. See also Attachment I. Further indemnification language covering such issues as infringement indemnification, etc., shall be included in the contract.

## **II.10: Publicity**

Publicity or announcements regarding the Portal must have the prior approval of the State. This does not prohibit a vendor that is a public company from making such public disclosures to comply with any security laws.

## **II.11: Removal of Vendor’s Employees, Agents or Contractors**

*The State reserves the right at any time to require removal of any vendor employee, contractor or agent that the State believes harms the working relationship with the vendor or the contract. Such removal shall occur immediately if there is a threat of a security breach or violation.*

## **II.12: Takeover**

*At its convenience and without cause, the State may exercise a partial or full takeover of any service which the vendor is required to perform under the contract upon thirty (30) days written notice to the vendor. Such takeover shall not be a breach of the contract and shall not alter vendor’s remaining obligations under the contract. The State shall withhold any monies that the vendor would have been paid to deliver the service and vendor shall have no right of recovery or recourse against the State.*

## **II.13 Remittance**

The State prefers to receive any money belonging to the State from the vendor on the same day it is received by the vendor, but a longer period may be allowed if provided for in the Service

Level Agreements. In any event, the vendor shall remit any money belonging to the State within seven (7) business days after it receives the money.

#### **II.14: Scope of Service**

Vendor must describe their migration strategy or conversion plan, testing procedures and documentation for assuming responsibility for the applications in Appendix II.

Vendor must list and describe service applications similar to the ones listed that vendor has developed and implemented that could be customized for use by the State.

Vendor must demonstrate experience in hosting and maintaining a Portal of the sophistication of RI.gov.

### **SECTION III: TECHNICAL PROPOSAL**

Narrative and format: The separate technical proposal should address specifically each of the required elements:

**Technical Proposals must be organized within binders by section (1 through 8). The CD with the Technical Proposal (PDF) should be included in this sealed envelope. Technical Proposals that do not follow these instructions may be disqualified from selection**

#### **Technical Proposal Sections:**

- 1) A completed and signed in ink RIVIP- generated bidder certification cover form (downloaded from the R.I. Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)) must be attached to the front of the offer. (Vendor must be registered on the Purchasing Website to generate the Cover Sheet.
- 2) Executive summary - this section provides the vendor with an opportunity to give a brief summary of its overall approach to providing the public with access to state government information and services. Vendors should use this section to express the uniqueness of their solution and business case, as well as their capability of providing the needed resources. Here also is the opportunity to present the value proposition of the vendor's approach.
- 3) Staff Qualifications - Background, size and resources of the vendor including experience and staff qualifications relevant to the Portal project. Indicate which staff will be devoted full time to the Portal.
- 4) Three (3) separate customer references including customer name, address, telephone number, contact person and email address if available to clients currently using products and/or services similar to those proposed. This section should also include URLs of portals built and maintained by vendor; preferably State portals. Describe any contracts that have been terminated within the last three years: (1) either by the

vendor with any government entity; (2) by any government entity with the vendor; and, (3) in regard to a portal.

- 5) The Vendor must include financial statements, a balance sheet and any audit reports by an independent third party for its latest three calendar years for which financial statements are available to demonstrate financial responsibility. If the vendor files on a consolidated basis, the specific entity responding to this RFP must demonstrate financial responsibility.
- 6) A detailed discussion of the vendor's understanding of the purpose and scope of the Portal and how the vendor proposes to design and operate it, following the Requirements as outlined above in Section II. The vendor must address each subsection of Section II, except as it relates to security that will be addressed in section 8, below. The vendor must demonstrate an understanding of the revenue sharing model in this section and describe how the vendor proposes to sustain, going forward, the funding model employed.
- 7) A vision for enhancing and improving the State Portal over the next three years. Creative ideas for a more robust, contemporary portal. Also, include emerging technologies that RI citizens will benefit from.
- 8) The vendor must fully describe in writing its approach to security as outlined above in Section II and further described below. Proposals must include description of how the vendor will address each element of the security infrastructure, including, but not limited to how the vendor will:
  - Assure confidentiality of data
  - In transit – provide the ability to execute secure, authenticated two way transactions as well as ensuring that all data is encrypted beyond the reasonable threat of a brute force attack.
  - At rest – ensure that confidential data in databases from which public data is being extracted will not be compromised. Data at rest must be encrypted.
  - Assure integrity of data – how will vendor maintain data integrity and customer confidentiality and privacy including legal issues.
  - Maintain access control – what method will prohibit customers from accessing data or computer facilities when such access was not expressly approved or appropriate as determined by the State?
  - Provide authentication.
  - Provide audit capabilities.
  - Respond to State requests for independent audits of network, application, transaction and data security.

#### **SECTION IV: Cost Proposal**

Must include the following:

- a. A completed Appendix II spreadsheet submitted on CD. This Appendix II spreadsheet can be found on the Purchasing web site for download. Please complete this spreadsheet filling in the yellow areas and submit on CD(read only – CD-R). Vendor may submit an additional backup CD in this envelope but ultimately it is the responsibility of the vendor to ensure a valid, working CD is submitted. Note the new proposed fee per transaction for each application cannot exceed the present fee per transaction for each application to be found under the column titled "Fee Structure."
- b. A one page document, in a binder or folder clearly labeled, indicating the revenue Share amount. Please be sure to label this page: Revenue Share Percentage. Provide any supporting information on this one page that is relevant to the revenue share percentage.

#### **SECTION V: EVALUATION AND SELECTION**

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 52.5 (75%) out of a maximum of 70 technical points. Any technical proposals scoring less than 52.5 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 52.5 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Rhode Island Department of Administration reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
<b>Technical Proposals:</b>	
Qualifications, financial responsibility and references of vendor	15
Demonstrated understanding of and compliance with requirements and funding model and how the vendor plans to operate the Portal, including security	35
Vision for enhancing portal; Vendor's creativity and uniqueness.	20
<b>Total Possible Technical Points</b>	<b>70</b>
<b>Cost Proposals:</b>	
Revenue Share*	10
Cost**	20
<b>Total Possible Cost Points</b>	<b>30</b>
<b>Total Possible Points</b>	<b>100 Points</b>

\* The revenue share points will be calculated as follows:

Revenue Share Points will be allocated in the following manner:

Net Revenue Evaluation Points Table

State Revenue

Percentage Points

5%		5.0
5.5%		6.25
6.0%		7.5
6.5%		8.75
7.0%		10.0

\*\*Total cost of number of transactions times convenience fee from completed spreadsheet. This spreadsheet MUST be completed and submitted on a CD to qualify for this Portal award. **Note the new proposed fee per transaction for each application cannot exceed the present fee per**

**transaction for each application to be found under the column titled "Fee Structure."**

Cost points = (low vendor cost/vendor cost) X 20 points

Cost points will be awarded based on the lowest fixed-price cost proposal determined by using the formula described above.

The Technical Review Committee may call in any, all, or some of the vendors for an oral presentation at any time during the evaluation phase.

The State reserves the right to accept or reject any or all offers, bids, or proposals, make one award as a result of this solicitation, award on the basis of cost alone, request a Best and Final, cancel the solicitation and act in its best interest.

The ranked findings and selection recommendation will be submitted to the Division of Purchases for final selection.

Please find attached estimates of transactions (Appendix II) in the provided spreadsheet. Please be sure to download this spreadsheet or request information on how to get it. There is no guarantee that this level of transactions contained in the spreadsheet shall continue over the term of the contract.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State shall not pay any costs or fees associated with the preparation, submittal or presentation of any vendor proposal.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal.

## **SECTION VI : PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [David.Francis@purchasing.ri.gov](mailto:David.Francis@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7461380** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties



to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

PRE-BID/ PROPOSAL CONFERENCE: As per page one of this solicitation.

Responses (**an original plus four (5) copies**) should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7461380 Design / Implement Self-Supporting Web Portal**” to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

## RESPONSE CONTENTS

Responses shall include the following:

1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. A separate **Technical Proposal** as described in **Section 4** of this solicitation. Technical Proposals must be organized within binders by section (1 through 8). The CD with the Technical Proposal (PDF) should be included in this sealed envelope. Technical Proposals that do not follow these instructions may be disqualified from

In addition to the multiple hard copies (5) of proposals required, Respondents are requested to provide their technical proposal in electronic format. PDF format is preferable. Only 1 electronic copy of the technical proposal is requested on CD. If there are any differences between the information submitted on the hard copy and the electronic

copy, the hard copy shall control. Any electronic copy must be separated as required for the hard copy.

4. A **separate, signed and sealed Cost Proposal** as described in Section 5. A completed Appendix II spreadsheet submitted on CD. This Appendix II spreadsheet can be found on the Purchasing web site for download. Please complete this spreadsheet filling in the yellow areas and submit on CD (read only – CD-R). Vendor may submit an additional backup CD in this envelope, but ultimately it is the responsibility of the vendor to ensure a valid, working CD is submitted. **Note the new proposed fee per transaction for each application cannot exceed the present fee per transaction for each application to be found under the column titled "Fee Structure."**

A one page document, in a binder or folder clearly labeled, indicating the revenue Share amount. Please be sure to label this page: Revenue Share Percentage. Provide any supporting information on this one page that is relevant to the revenue share percentage.

In addition to the multiple hard copies (5) of proposals required, Respondents are requested to provide their Cost proposal, separately in electronic format. PDF format is preferable. Only 1 electronic copy of the cost proposal is requested on CD. If there are any differences between the information submitted on the hard copy and the electronic copy, the hard copy shall control. Any electronic copy must be separated as required for the hard copy.

## CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

## **Appendix I: Online Payment Strategies: Internet-based and Interactive Voice Response (IVR) based Credit Card processing**

### **1. Processing Specifications**

Portal proposals must include both Internet-based and IVR based credit card processing services. Those services must meet the following minimum requirements, which will be specifically incorporated into the contract between the successful offeror and the State. The State reserves the right to use the portal vendor or any another credit card processing vendor that has been approved through the State procurement process for addressing credit card requirements.

**Internet-based payment:** The Portal must have the capability of coordinating with Rhode Island State agency websites, and guiding persons making payment to agencies through the payment process on-line. The Vendor must produce written plans and screen structures (web pages) that effect a universal payment interface for state agencies. These web pages must be able to aggregate payment for all of a user's fees, taxes, fines, etc. into a single payment. An example of such an interface is the shopping cart model already familiar to users of commercial web sales sites. The system, however, must be able to transfer accurately to each state agency account only those payments made to that agency account.

**IVR-based payment:** The Portal vendor must provide a toll free telephone access interface to computer-based voice scripts and menus that guide the user through the payment process just as do the web pages on the Portal.

Any and all associated fees to the person must be clearly stated prior to confirming the payment transaction and allow the transaction to be discontinued and not charged.

These credit card payment systems must

- Be capable of processing VISA, MasterCard, Discover, American Express/Optima, Carte Blanche and Diners, contingent on their willingness to participate
- Be capable of processing ACH and e-check payments.
- Automatically capture payment details;
- Obtain authorizations for payment amounts;
- Provide rejection detail for non-authorized transactions;
- Process transactions for any of the previously mentioned major credit cards;
- Store payment detail records for a minimum of two years;
- Provide reports listing daily detail transactions and daily summaries of transactions;
- Allow participating agencies to download the daily transaction detail file, daily transaction detail reports and daily summary reports either asynchronously or using the Internet FTP, preferably encrypted, (in which case the vendor would also provide the decryption software), or
- Transmit the daily detail file, the daily transaction detail file and daily summary reports to the State's computer via Internet FTP, preferably encrypted (in which case the vendor would also provide the decryption software).

Be available 7 days a week, 24 hours a day. The vendor must indicate any days, if any, that the system will not be available, e.g., holidays.  
Be fully integrated with the Portal.

## **2. Transfer of Funds**

The vendor will provide the State with a detailed flow chart regarding the proposed transfer of funds. The State expects to receive the funds within one business day of the settlement from the credit card companies.

The vendor will make deposits to the depository bank stipulated by the State. The State will not be responsible for any convenience fees; nor will it be responsible for a processing cost fee imposed on a payment remitted if the transaction should occur in a charge-back. Any funds held by the vendor on behalf of the State shall be held in trust and segregated from other funds of the vendor.

## **3. Transaction Requirements and Supporting Documentation**

Authorization shall be provided for all transactions.

Proposals must describe how the service will authenticate the validity of the consumer/taxpayer's credit card; for example, social security number or mailing address of the cardholder.

Proposals must describe the interface between payment systems and the State Agency's page.

Vendor shall pay all merchant fees, costs and expenses.

Vendor will bill on a monthly basis for all charge back items, in addition to individual billings to agency locations during the month. Billing will be by agency unless the agency has more than one account. The Vendor will not reduce sales proceeds or charge back any items, as all returns must go through accounting process as an expense. The vendor shall describe its processes for identifying, correcting, adjusting, reconciling, and reporting any overcharges, undercharges or mischarges

Electronic files on individual transactions must be received by the State by 8:00 a.m. (Eastern Time) the next business day after the transactions have been authorized and accepted by the consumer/taxpayer. The transmission of data must be accomplished in a time frame established by the State and in a manner that is compatible with existing State platforms. The State currently supports most transfer protocols, i.e., FTP, MIME, and SMTP.

The Vendor will provide transaction listings, daily summaries and work with the State in producing reports deemed necessary to reconcile transactions. Transaction reports must provide detail categorized by payment type or code relating to, and totaling to, the daily deposit amount transferred to the State's bank account. The State reserves the right to add payment types and codes without additional cost to the State.

Electronic files on individual transactions must be sent or received by participating agencies by 8:00 a.m. (Eastern Time) the next business day after the transactions have been authorized and accepted by the consumer/taxpayer.

#### **4. Telephone Support**

The vendor must provide a toll free number to users/consumers/taxpayers for making inquiries about their credit card IVR/AVR or e-check payments.

The vendor must provide to the State a toll free number for inquiry and customer service. This number must be available at minimum during standard business hours between 7:30 a.m. and 5:00 p.m. (Eastern Time).

#### **5. State Security and Privacy Requirements**

The Social Security Number, credit card number, and any other information obtained by vendor, from a person using the vendor's system, that might be used to identify or locate an individual is confidential and may not be used by the vendor, or other parties, for any purpose other than processing of the credit card payment. Specifically prohibited is the selling of, or otherwise transmitting, this information to third parties for the purpose of preparing mailing lists or other third party use.

The vendor will provide an online payment engine/service that is PCI DSS compliant throughout the term of this contract. The State will not store any PCI data. Storing of any credit/debit card/eCheck information is a vendor responsibility and will be done within the vendor's external PCI DSS compliant environment. The PCI DSS assessment is the vendor's responsibility. At each assessment and within thirty (30) days of the assessment, vendor shall supply the State with a copy of the PCI DSS compliance assessment report.

#### **6. *MERCHANT CREDIT CARD RULES AND REGULATIONS -COMPLIANCE AND INDEMNIFICATION***

The vendor and its online payment engine/service shall comply with the rules and regulations imposed by the credit card companies throughout the term of the contract. The vendor shall indemnify, pay, defend and hold the State, its departments, divisions, and agencies and it and their officers, agents, representatives and employees, plus any other entities and its officers, representatives, agents and employees for which vendor performs work under the contract (together the "State") harmless from any and all claims, suits, losses, costs, reasonable attorney's fees, damages or liability (collectively a "Claim") arising, directly or indirectly, in whole or part out of or related to a breach by the vendor or State of any credit card company merchant rules applicable to the vendor's payment processing services under the contract, including without limitation rules relating to the charging of any and all fees, penalties or other payments imposed by the vendor, the vendor's merchant services provider or any credit card company, except to the extent any such Claim is solely the result of a breach of the contract by State. Claims may include, without limitation, claims brought by credit card companies or claims brought against the State by constituents against whom the charges were imposed.

## **Appendix II: On-line Portal Services Available and Cost Spreadsheet**

- Spreadsheet available at the Purchasing website: [www.purchasing@ri.gov](http://www.purchasing@ri.gov)

END